

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF ARMENIA
ON SCIENCE AND TECHNOLOGY COOPERATION**

The Government of the United States of America and the Government of the Republic of Armenia (hereinafter referred to as the "Parties"):

Realizing that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science, technology, and innovation to the benefit of both countries, as well as mankind;

Affirming that in sharing responsibility for contributing to the world's future prosperity and well-being, they should make further efforts to strengthen their respective national research and development policies;

Convinced that cooperation in the field of science and technology is an important contribution and benefit to the world's environment and to the development of the economy of each country; and

Resolving to undertake new and energetic efforts to develop and expand this cooperation;

Have agreed as follows:

ARTICLE I

The purposes of this Agreement are to promote broadened and expanded relations between the scientific and technological communities of both countries by creating favorable conditions for cooperation, and to develop science and technology cooperation for peaceful purposes on a mutually beneficial and balanced basis.

ARTICLE II

1. The Parties shall encourage cooperation through exchanges of ideas, information, skills and technologies; exchanges of scientists and technical experts; the convening of joint seminars, scientific conferences, and meetings; training and enhancing the skills of scientists and technical experts; the conduct of joint research projects and studies; and other forms of scientific and technological cooperation as may be mutually agreed upon.
2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the two countries' respective scientific and technological strengths and resources.

ARTICLE III

The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation between government agencies and organizations, universities, science and research centers, institutes and institutions, private sector firms and other entities of the two countries.

ARTICLE IV

Government agencies and institutions of the Parties may conclude implementing arrangements in specific areas of science and technology cooperation under this Agreement. These implementing arrangements shall cover, as appropriate,

topics of cooperation, procedures to be followed, financial arrangements, and other relevant issues.

ARTICLE V

Cooperative activities under this Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures of both countries and shall be subject to the availability of appropriated funds and resources.

ARTICLE VI

1. The Parties shall promote the development of joint projects, which may be pursued in conjunction with other international programs. The Parties shall promote actively the inclusion of science and research organizations, scientists and specialists of both countries in implementation of these programs.

2. Scientists, technical experts, governmental agencies and institutions of other countries or international organizations may, in appropriate cases, be invited by agreement of both Parties to participate at their own expense, unless the Parties agree otherwise in writing, in projects and programs being carried out under this Agreement.

3. The Parties shall consider cooperative projects including, but not limited to, integration of educational institutions and technological enrichment, introduction of systems for distance learning, introduction of technology in education for enhancing effectiveness of teaching English, as well as toward availability and localization of educational programs.

4. The Parties shall consider cooperative projects in information technologies including, but not limited to, the formation of information society as well as projects in the development of techno parks and innovation incubators.

ARTICLE VII

Each Party shall establish an Executive Secretary to conduct administrative affairs and, as appropriate, to provide oversight and coordination of activities under this Agreement.

ARTICLE VIII

1. Scientific and technological information of a nonproprietary nature resulting from cooperation under this Agreement, other than information which is not disclosed for national security, commercial or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and institutions
2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of this Agreement unless agreed otherwise by the Parties or their designees in writing.
3. The treatment of security arrangements for sensitive information or equipment and unclassified export-controlled information or equipment transferred under the Agreement is provided for in Annex II, which shall form an integral part of this Agreement, and shall apply to all activities conducted under the auspices of the Agreement unless agreed otherwise by the Parties or their designees in writing.

ARTICLE IX

1. With respect to cooperation under this Agreement, each Party, in accordance with its international obligations, national laws and regulations, shall:

(a) facilitate entry into and exit from its territory of appropriate personnel and equipment of the other Party used in projects and programs under this Agreement;

(b) promote, inter alia, the organization of programs for joint activities, meetings, familiarization site-visits, permitting the appropriate personnel of the other Party participating in cooperative activities under this Agreement to effectively implement measures called for by the programs, including travel to its relevant geographic areas, visits to necessary institutions, acquaintance with data and materials which are of interest for cooperation, and arrangement of contacts of individual scientists and specialists of both sides as needed to carry out those activities; and

(c) work toward duty free entry for necessary materials and equipment of the other Party provided pursuant to this Agreement for use in joint activities.

2. In the event that United States foreign assistance funds are contemplated in support of activities under this Agreement, the provision of such funds shall be governed by the Agreement Between the Government of the United States of America and the Government of the Republic of Armenia Regarding Cooperation to Facilitate the Provision of Humanitarian and Technical Economic Assistance signed December 15, 1992.

ARTICLE X

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

ARTICLE XI

This Agreement shall be without prejudice to rights and obligations under existing science and technology agreements and other arrangements in force between the Parties and their science and technology agencies and organizations.

ARTICLE XII

1. This Agreement shall enter into force on the date of the last notification by which the Parties have notified each other in writing, through diplomatic channels, of the completion of their respective internal procedures necessary for the entry into force of this Agreement. This Agreement shall remain in force for ten years unless terminated by either Party. This Agreement shall be automatically extended for successive ten-year periods unless one Party notifies the other in writing, at least six months in advance of expiration, that it objects to such automatic extension of this Agreement.

2. This Agreement may be amended by written agreement of the Parties. Unless otherwise agreed by the Parties, any such amendment shall enter into force in accordance with the procedure set forth in paragraph 1 of this Article.

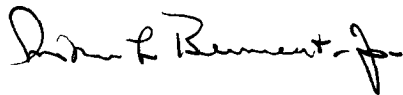
3. This Agreement may be terminated at any time by either Party upon six months written notice to the other Party.

4. Unless otherwise agreed by the Parties, termination of this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, in duplicate, this third day of November, 2009, in the English and Armenian languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

A handwritten signature in black ink, appearing to read "Don Rumsfeld", with a stylized flourish at the end.

FOR THE GOVERNMENT OF THE
REPUBLIC OF ARMENIA:

A handwritten signature in black ink, appearing to read "E. Zeynallian", with a large, sweeping flourish at the end.

ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article VIII of this Agreement: The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement, including any relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. Scope

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own agencies and institutions through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating agencies and institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

II. Allocation of Rights

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation

under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Paragraph II.A above, shall be allocated as follows:

(1) Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any royalties earned by the host institution from the licensing of such intellectual property.

(2) (a) For intellectual property created during joint research, for example, when the Parties, participating agencies and institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own country. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as "joint research" in the relevant implementing arrangement, right to intellectual property arising from the research will be allocated in accordance with paragraph II.B.(1) above. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.

(b) Notwithstanding paragraph II.B.(2)(a) above, if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors or authors of the property shall nonetheless be entitled to royalties as provided in paragraph II.B.2(a).

III. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its agencies and institutions shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

SECURITY OBLIGATIONS

I. Protection of Sensitive Technology

Unless otherwise agreed in relevant implementing arrangements, both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations of either Party and classified in accordance with applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

II. Technology Transfer

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment, and any information or equipment derived from such information or equipment, shall be incorporated into the contracts or implementing arrangements. Parties shall identify export-controlled information and equipment as well as any restrictions on further use or transfer of such information or equipment.